



Patrick W. Turner
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July 29, 2011

The Honorable Jocelyn Boyd
Chief Clerk of the Commission
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: BellSouth Telecommunications, LLC d/b/a AT&T South Carolina,
Complainant/Petitioner v. Halo Wireless, Inc., Defendant/Respondent
Docket No.:

Dear Ms. Boyd:

Enclosed for filing is AT&T South Carolina's Complaint and Petition for Relief in the above-referenced matter.

By copy of this letter, I am serving all parties of record with a copy of this pleading as indicated on the attached Certificate of Service.

Sincerely,

A handwritten signature in black ink that reads "Patrick W. Turner". The signature is written in a cursive, flowing style.

Patrick W. Turner

PWT/nml
Enclosure
cc: All Parties of Record
926591

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

In Re: Complaint and Petition for Relief)
of BellSouth Telecommunications, LLC)
d/b/a AT&T Southeast d/b/a AT&T South) Docket No. _____
Carolina v. Halo Wireless, Inc. for Breach)
of the Parties' Interconnection Agreement)

AT&T SOUTH CAROLINA'S COMPLAINT AND PETITION FOR RELIEF

Pursuant to S.C. Code Ann. §§ 58-9-1080 and -1120, S.C. Code Regs. §103-824 and -825, S.C. Code Ann. §58-11-100(D),¹ and 47 U.S.C. §252, BellSouth Telecommunications, LLC d/b/a AT&T Southeast d/b/a AT&T South Carolina ("AT&T South Carolina") files this Complaint and Petition for Relief ("Complaint") against Halo Wireless, Inc. ("Halo").

BACKGROUND AND SUMMARY OF COMPLAINT AND PETITION

AT&T South Carolina seeks an order from the Public Service Commission of South Carolina ("the Commission") allowing it to terminate its wireless interconnection agreement ("ICA") with Halo based on Halo's material breaches of that ICA. The ICA does not authorize Halo to send AT&T South Carolina traffic that does not originate on a wireless network, but Halo, in furtherance of an access charge avoidance scheme, is sending large volumes of traffic to AT&T South Carolina that does not originate on a wireless network, in violation of the ICA. As a result of this and other unlawful Halo practices, Halo owes AT&T South Carolina significant amounts of money – amounts that grow rapidly each month and that Halo refuses to pay. AT&T South Carolina brings this Complaint in order to terminate the ICA and discontinue its provision

¹ As explained in Paragraph 7 below, this statute expressly preserves the Commission's authority to resolve issues relating to arrangements and compensation between wireline providers and wireless providers.

of interconnection, traffic transit, and termination service to Halo. AT&T South Carolina also seeks an Order requiring Halo to pay AT&T South Carolina the amounts Halo owes.

In order to bring a stop as soon as possible to Halo's unlawful conduct, and the ever-increasing damage it is causing, AT&T South Carolina requests that the Commission conduct this case in two phases. The first phase, which AT&T South Carolina asks the Commission to conduct on an expedited basis, would encompass only Counts I and II below, which ask the Commission to authorize AT&T South Carolina to terminate the parties' ICA by reason of Halo's material breaches. AT&T South Carolina requests that Counts III and IV be held in abeyance until the first phase concludes, and that the Commission then address Counts III and IV and determine the amount of money Halo owes AT&T South Carolina under the ICA and/or AT&T South Carolina's tariffs.²

In support of its Complaint and Petition, AT&T South Carolina states as follows:

PARTIES

1. AT&T South Carolina is organized under the laws of the state of Georgia. AT&T South Carolina is an incumbent local exchange carrier ("ILEC") as that term is defined by both federal³ and state⁴ law, and it is a "telephone utility" as that term is defined by state law.⁵

2. The full name and address of the authorized representative for AT&T South Carolina in this proceeding is:

Patrick W. Turner
1600 Williams Street, Suite 5200
Columbia, SC 29201

² As explained in footnote 12 below, AT&T South Carolina expects to raise in federal court the claims asserted in Counts III and IV. The Commission, therefore, may never have occasion to address those Counts.

³ See, e.g., 47 U.S.C. §251(h)(1).

⁴ See S.C. Code Ann. §58-9-10(11).

⁵ See *Id.*, §58-9-10(6).

(803) 401-2900
pt1285@att.com

3. Halo is a Texas corporation with its principal place of business at 2351 West Northwest Highway, Suite 1204, Dallas, Texas 75220. Upon information and belief, Halo is authorized to provide wireless services within the State of South Carolina.

4. Upon information and belief, Halo's registered agent for service of process in South Carolina is:

CT Corporation System
2 Office Park Court
Suite 103
Columbia, SC 29223

5. On March 29, 2010, and April 5, 2010, respectively, Halo and AT&T South Carolina executed an MFN Agreement dated March 25, 2010, in which Halo adopted the "251/252 wireless interconnection agreement, in its entirety," as executed between AT&T South Carolina and T-Mobile USA, Inc., and dated May 8, 2003. Pursuant to Section 252(e) of the federal Telecommunications Act of 1996 ("the 1996 Act"), this Agreement has been submitted to and the Commission and is approved. A copy of this Agreement as amended is attached hereto as **Exhibit 1**.

JURISDICTION

6. The Commission has jurisdiction to interpret and enforce the terms of the interconnection agreement and state tariffs at issue in this docket. The 1996 Act expressly authorizes state commissions to mediate interconnection agreement negotiations,⁶ arbitrate interconnection agreements,⁷ and approve or reject interconnection agreements.⁸ In addition, the

⁶ 47 U.S.C. § 252(a)(2).

⁷ *Id.* § 252(b).

⁸ *Id.* § 252(e).

courts have held that section 252 implicitly authorizes state commissions to interpret and enforce the interconnection agreements they approve.⁹

7. While state statutes prohibit the Commission from regulating wireless services,¹⁰ they expressly preserve the Commission's authority to resolve issues relating to arrangements and compensation between wireline providers and wireless providers pursuant to Sections 251 and 252 of the federal Act or any other applicable provision of law.¹¹

COMPLAINT AND PETITION

COUNT I

BREACH OF ICA: SENDING WIRELINE-ORIGINATED TRAFFIC TO AT&T SOUTH CAROLINA

8. AT&T South Carolina repeats and realleges paragraphs 1-7 above.

9. The parties' ICA authorizes Halo to send only wireless-originated traffic to AT&T South Carolina. For example, a recital that the parties added through an amendment to the ICA when Halo adopted the ICA, states:

Whereas, the Parties have agreed that this Agreement will apply *only* to (1) traffic that originates on AT&T's network or is transited through AT&T's network and is routed to [Halo's] wireless network for wireless termination by [Halo]; and (2) traffic that *originates through wireless transmitting and receiving facilities* before [Halo] delivers traffic to AT&T for termination by AT&T or for transit to another network. (Emphasis added).

10. Despite that requirement, Halo sends traffic to AT&T South Carolina that is not wireless-originated traffic, but rather is wireline-originated interstate, interLATA or intraLATA

⁹ See, e.g., *Bell Atl. Md., Inc. v. MCI WorldCom, Inc.*, 240 F.3d 279, 304 (4th Cir. 2001) ("The critical question is not whether State commissions have authority to interpret and enforce interconnection agreements – we believe they do."), *vacated on other grounds in Verizon Md., Inc. v. Pub. Serv. Comm'n of Md.*, 535 U.S. 65 (2002); see also *Core Commc'ns v. Verizon Pa., Inc.*, 493 F.3d 333, 342 n.7 (3d Cir. 2007) ("[E]very federal appellate court to consider the issue has determined or assumed that state commissions have authority to hear interpretation and enforcement actions regarding approved interconnection agreements.").

¹⁰ See S.C. Code Ann. §58-11-100(B).

¹¹ See *Id.*, §58-11-100(D).

toll traffic. The purpose and effect of this breach of the parties' ICA is to avoid payment of the access charges that by law apply to the wireline-originated traffic that Halo is delivering to AT&T South Carolina by disguising the traffic as "Local" wireless-originated traffic that is not subject to access charges.

11. By sending wireline-originated traffic to AT&T South Carolina, Halo is materially violating the parties' ICA. AT&T South Carolina respectfully requests that the Commission authorize AT&T South Carolina to terminate the ICA for this breach and to discontinue its provision of interconnection, traffic transit, and termination service to Halo, and grant all other necessary relief. At a minimum, if the Commission does not authorize termination of the ICA, the Commission should bring a halt to Halo's access charge avoidance scheme by ordering Halo to comply immediately with the ICA by ceasing and desisting from sending wireline-originated traffic or any other traffic not authorized by the ICA to AT&T South Carolina.

COUNT II

BREACH OF ICA: ALTERATION OR DELETION OF CALL DETAIL

12. AT&T South Carolina repeats and realleges paragraphs 1-11 above.

13. The ICA requires Halo to send AT&T South Carolina proper call information to allow AT&T South Carolina to bill Halo for the termination of Halo's traffic. Specifically, Section XIV.G of the ICA provides:

The parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

14. AT&T South Carolina's analysis of call detail information delivered by Halo, however, shows that Halo is consistently altering the Charge Party Number ("CN") on traffic it

sends to AT&T South Carolina. This prevents AT&T South Carolina (and likely other downstream carriers) from being able to properly bill Halo based on where the traffic originated. That is, Halo's conduct prevents AT&T South Carolina (and likely other downstream carriers) from determining where the call originated (and thus whether it is interLATA or intraLATA or interMTA or intraMTA), and thus prevents AT&T South Carolina from using the CN to properly bill Halo for the termination of Halo's traffic.

15. Halo's alteration of the CN on traffic it sends to AT&T South Carolina materially breaches the ICA. AT&T South Carolina respectfully requests that the Commission authorize AT&T South Carolina to terminate the ICA for this breach and to discontinue its provision of interconnection, traffic transit, and termination service to Halo, and grant all other necessary relief. At a minimum, if the Commission does not authorize termination of the ICA, the Commission should order Halo to comply immediately with the ICA by ceasing and desisting from altering CN on the traffic it delivers to AT&T South Carolina, and hold that, going forward, Halo must transmit unaltered CN for all calls that it delivers to AT&T South Carolina.

COUNT III

PAYMENT FOR TERMINATION OF WIRELINE-ORIGINATED TRAFFIC

16. AT&T South Carolina repeats and realleges paragraphs 1-15 above.

17. As explained above, Halo's sending of wireline-originated traffic to AT&T South Carolina is not allowed by the ICA. Accordingly, all such traffic previously sent to AT&T South Carolina by Halo and terminated by AT&T South Carolina to AT&T South Carolina's end users is not governed by the ICA, but is instead subject to tariffed switched access charges. AT&T South Carolina has demanded that Halo pay such charges, but Halo, without lawful justification or excuse, has refused to do so. AT&T South Carolina therefore requests that Halo be required to pay, within 30 days of the Commission's Order, all access charges due to AT&T South

Carolina as computed under its access tariffs for the wireline-originated-traffic that Halo has sent to AT&T South Carolina.¹²

COUNT IV

BREACH OF ICA: NON-PAYMENT FOR FACILITIES

18. AT&T South Carolina repeats and realleges paragraphs 1-17 above.

19. Pursuant to the ICA, Halo has ordered, and AT&T South Carolina has provided, transport facilities associated with interconnection with AT&T South Carolina.

20. AT&T South Carolina has billed Halo for this transport on a monthly basis pursuant to the ICA.¹³ Halo, however, has refused, with no lawful justification or excuse, to pay those bills.

21. AT&T South Carolina respectfully requests that the Commission declare that Halo must pay for the facilities it orders from AT&T South Carolina, at the rates required by the ICA, and must pay AT&T South Carolina the full amount due for previously provided facilities at the time this case concludes.

RELIEF REQUESTED

Based on the foregoing, AT&T South Carolina respectfully requests that the Commission make the following findings and grant the following relief:

(a) Expedite the processing of Counts I and II;

¹² The claims asserted in Counts III and IV are those that AT&T South Carolina asks the Commission to defer to a second phase of the proceeding, after Counts I and II are decided. AT&T South Carolina recognizes that the Commission may not have jurisdiction over its claim for tariffed interstate switched access charges in Count III, but includes a claim as to all access charges in order to avoid any possibility of waiver. AT&T South Carolina expects to file a federal court action to collect interstate access charges, and that action may also encompass AT&T South Carolina's claims for intrastate access charges. Consequently, assuming the Commission defers Counts III and IV as AT&T South Carolina proposes, the Commission may never have occasion to address Counts III and IV.

¹³ See, Sections V.B. ("Two Way Trunk Group Arrangement") and VI.B. ("Compensation of Facilities").

(b) Appoint a Hearing Officer to conduct an informal status conference with the parties as quickly as possible;

(c) Find that the Halo-AT&T South Carolina ICA allows Halo to send AT&T South Carolina only wireless-originated traffic and that Halo has materially breached the ICA by sending wireline-originated traffic to AT&T South Carolina, and authorize AT&T South Carolina to terminate the ICA for this breach and to discontinue its provision of interconnection, traffic transit, and termination service to Halo. At a minimum, if the Commission does not authorize termination of the ICA, the Commission should order Halo to comply immediately with the ICA by ceasing and desisting from sending any wireline-originated traffic, or any other traffic not authorized by the ICA, to AT&T South Carolina;

(d) Find that Halo has not been sending AT&T South Carolina adequate Charge Party Number information and has thereby materially breached the ICA, and authorize AT&T South Carolina to terminate the ICA for this breach and to discontinue its provision of interconnection, transit traffic, and termination service to Halo. At a minimum, if the Commission does not authorize termination of the ICA, the Commission should order Halo to comply immediately with the ICA by ceasing and desisting from sending inadequate Charge Party information and to transmit unaltered CN data for all calls that it delivers to AT&T South Carolina.

(e) Order Halo to pay AT&T South Carolina within 30 days of the Commission's decision in this case AT&T South Carolina's tariffed access charge rates for all wireline-originated traffic that Halo has sent to AT&T South Carolina and that AT&T South Carolina has terminated to its end-users as of the date of the Commission's decision in this case;

(f) Find that Halo has ordered interconnection transport facilities under the parties' ICA, is responsible to pay for those facilities, but has not paid for them, and therefore is in

breach of the ICA, and must pay AT&T South Carolina, within 30 days of the date of the Commission's decision in this case, the full amount owed for such facilities as of the date of the Commission's decision in this case.

- (g) Grant all such other relief as the Commission deems necessary and appropriate.

Respectfully submitted this ____ day of July, 2011.

BELLSOUTH TELECOMMUNICATIONS, LLC
d/b/a AT&T SOUTHEAST d/b/a AT&T SOUTH
CAROLINA

Patrick W. Turner
General Attorney – AT&T South Carolina
1600 Williams Street
Suite 5200
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926939

EXHIBIT 1



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Paralegal

Legal Department
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April 13, 2010

Ms. Jocelyn Boyd, Deputy Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Wireless Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina and Halo Wireless, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

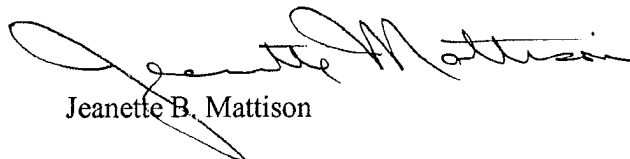
Dear Ms Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc., d/b/a AT&T South Carolina ("AT&T") and Halo Wireless, Inc. ("Halo Wireless, Inc.") submit to the South Carolina Public Service Commission their Wireless Agreement and first amendment for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement and amendment between AT&T and Halo Wireless within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Very truly yours,



Jeanette B. Mattison

cc : James E. McDaniel
802014

MFN AGREEMENT

This MFN Agreement ("MFN Agreement"), which shall be filed with and is subject to approval by the respective State Commissions, as indicated below, and shall become effective ten (10) days after approval by such Commissions ("Effective Date"), is entered into by and between Halo Wireless, Inc. ("CARRIER"), a Texas corporation on behalf of itself, and BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, (collectively, "AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996;

WHEREAS, CARRIER has requested that AT&T make available the 251/252 wireless interconnection agreement, in its entirety, executed between BellSouth Telecommunications, Inc. and T-Mobile USA, Inc., dated May 8, 2003, for the State(s) of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee (collectively "AT&T") ("Wireless Agreement");

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this MFN Agreement, CARRIER has adopted the Wireless Agreement for the State(s) of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina and Tennessee; and,

WHEREAS, the Parties have agreed to add an additional Whereas Clause to the Wireless Agreement, through a separate amendment to the Wireless Agreement, which the Parties are executing concurrent with CARRIER'S execution of this MFN Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants of this MFN Agreement, CARRIER and AT&T hereby agree as follows:

1. **AT&T** shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. CARRIER and **AT&T** shall adopt, in its entirety, the Wireless Agreement, dated May 8, 2003, and any and all amendments to said Wireless Agreement, executed and approved by the appropriate State Commissions as of the date of the execution of this MFN Agreement. The Wireless Agreement and all amendments thereto are attached hereto as Exhibit 1 and are incorporated herein by this reference. The adoption of the Wireless Agreement with amendment(s) consists of the following:

ITEM
MFN Agreement
Signature Page
Exhibit 1 Cover Page
T-Mobile USA, Inc. Agreement
T-Mobile USA, Inc. Amendment – Effective March 3, 2004
T-Mobile USA, Inc. Amendment – Effective April 30, 2006
T-Mobile USA, Inc. Amendment – Effective April 21, 2008
T-Mobile USA, Inc. Amendment – Effective December 15, 2008
Whereas Clause Amendment

3. In the event that CARRIER consists of two (2) or more separate entities as set forth in the preamble to this MFN Agreement, all such entities shall be jointly and severally liable for the obligations of CARRIER under this MFN Agreement.

The term of this MFN Agreement shall be from the Effective Date as set forth in the first paragraph above and shall expire as of January 7, 2011.

4. CARRIER shall accept and incorporate any approved amendments to the Wireless Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, State Commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

6.

7. Every notice, consent or approval of a legal nature, required or permitted by this MFN Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid addressed to:

To AT&T:

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398
Facsimile Number: 214-464-2006

With a Copy To:

Business Markets Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

To CARRIER:

Todd Wallace
CTO
3437 W. 7th Street
Box 127
Fort Worth, TX 76107
Phone Number 682-551-3797
Facsimile Number 817-338-3777
Email: twallace@halowireless.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this MFN Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

Halo Wireless, Inc.

BellSouth Telecommunications, Inc., d/b/a
AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Mississippi, AT&T
North Carolina, AT&T South Carolina and
AT&T Tennessee, by AT&T Operations, Inc.,
their authorized agent

By: Todd Wallace

By: Eddie A. Reed, Jr.

Name: Todd Wallace

Name:

Eddie A. Reed, Jr.

Title: CTO

Title:

Director-Interconnection Agreements

Date: 3-29-2010

Date: 4-5-10

EXHIBIT 1

AMENDMENT TO THE AGREEMENT
BETWEEN
HALO WIRELESS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC., D/B/A AT&T ALABAMA, AT&T
FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI, AT&T
NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (collectively, "AT&T") and Halo Wireless, Inc. ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated _____, ____; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to add the following language after the second "Whereas" clause:

Whereas, the Parties have agreed that this Agreement will apply only to (1) traffic that originates on AT&T's network or is transited through AT&T's network and is routed to Carrier's wireless network for wireless termination by Carrier; and (2) traffic that originates through wireless transmitting and receiving facilities before Carrier delivers traffic to AT&T for termination by AT&T or for transit to another network.

2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the respective State Commissions and shall become effective ten (10) days following approval by such Commissions.

Halo Wireless, Inc.

BellSouth Telecommunications, Inc., d/b/a
AT&T Alabama, d/b/a AT&T Florida, d/b/a
AT&T Georgia, d/b/a AT&T Kentucky, d/b/a
AT&T Mississippi, d/b/a AT&T North Carolina,
d/b/a AT&T South Carolina, d/b/a AT&T
Tennessee; by AT&T Operations, Inc., their
authorized agent

By: Todd Wallace

Name: Todd Wallace

Title: CEO

Date: 3-29-2010

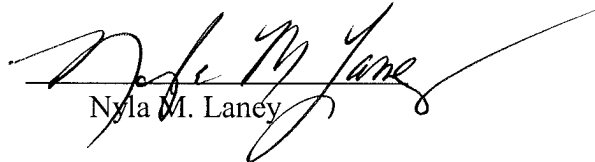
By: Eddie A. Reed, Jr.

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 4.5.10

Jocelyn G. Boyd, Esquire
Deputy Clerk
S. C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211
(PSC Staff)
(Electronic Mail)



Nyla M. Laney

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